

# Inspection Agreement

This is a Binding Agreement -- Please read it thoroughly and carefully

CLIENT: First Name Last Name  
PROPERTY INSPECTED: 12345 Any Lane, Your City, TX 7507?  
INSPECTION DATE: 05/01/2013  
INSPECTION FEE: \$0.00

**INSPECTION:** Nolan's Inspections, LLC (Nolan E. Kienitz, Professional Inspector licensed by TREC - Texas Real Estate Commission ... hereinafter known as "Inspector") agrees to inspect the property address noted above and will perform a review of the elements noted below:

Mechanical: Heating, Cooling, Plumbing, Electrical, Water Heater, Dishwasher, Disposal, Range, Oven/Cooktops, Exhaust Fans, Garage Door Operators, Sprinkler System Controllers.

Structural: Foundation, Roof, Interior/Exterior Walls, Ceilings/Floors, Windows/Doors, Fireplace/Chimney, Grading/Drainage, Retaining Walls

Other Systems: Inspections for WDI (Wood Destroying Insects - aka: Termites), Pool/Spa systems can be coordinated by the appropriate/licensed professionals as needed. Neither of these two element inspections are performed directly by the Inspector. See Paragraph #9 below for additional details.

Inspector does NOT inspect the following: Swimming Pools and Spas. Environmental concerns including mold, radon gas, (WDI) aka: termites, solar heating, water softeners, alarm systems, intercoms, operation of smoke detectors, laundry equipment, air humidifiers, water filters and water filtration systems, water wells, pumps and septic systems, cleaning function of self-cleaning ovens or pressure testing of gas lines and/or water lines.

- 1. SCOPE OF INSPECTION:** The scope of the inspection is strictly limited to those items requested in writing and listed above. The inspection is intended to be a practical, non-destructive test and evaluation of the function of the major components of the building. The testing/evaluation is limited to visual, audible and operational techniques. The Client understands that the inspector will not dig, probe, dismantle equipment or remove permanent materials on items which could be damaged by such, nor will he (inspector) enter unsafe or inaccessible areas to perform the inspection. Roof access also includes a determination by the inspector as to safety of being able to actually "walk the roof". Further, the inspector does not determine the operational capacity, quality or suitability for a particular use on items inspected. This inspection does not cover any latent defect(s) not reasonably observable during the inspection, including, but no limited to recent repairs, paint or covering that may conceal current or prior defects, whether deliberately concealed or otherwise. This inspection is done pursuant to the rules of the Texas Real Estate Commission (TREC), which rules are incorporated herein for all purposes.

The following specific limitations apply: (A) Design problems are not within the scope of the inspection. (B) Fireplaces are inspected visually. The draft is not tested, fireplaces with gas log kits are NOT turned on. (C) Nolan's Inspections, LLC will NOT turn on any utilities. (D) Gas lines are inspected for leaks and other defects at connections to appliances where visible/accessible only. Unexposed gas lines are not inspected. (E) Not test samples are cut out of the roof covering. Only a visual inspection of the roof is made. (F) Plumbing inspections include visible plumbing and water heaters. (G) electrical system inspections include visible wiring, switches and those wall outlets to which the inspector can gain access. Not included are cosmetic items such a broken or missing glass in electrical fixtures. (H) Oven inspections do not include the operation of the cleaning cycle or automatic modes of convection ovens. (I) This report will not include cosmetic items such as soiled or torn floor coverings of carpet or vinyl or other defects which are present due to poor housekeeping or maintenance. (J) The inspector will not change light bulbs, move obstructions such as furniture or floor coverings, or remove more than the minimum fixtures or panels required to inspect any port of the facility or appliance. (K) The report will not include typical settlement cracks in concrete of the garage, porch, patio, sidewalks or driveways, unless, in the opinion of the inspector, that are part of damage to the structure of the main building, main foundation or a safety hazard. (L) An inspection of the air conditioning system (except heat pumps) will not be conducted when the outside air temperature is below 60° F. Operation during periods of low outside temperature can damage the compressor.

- 2. REPORT:** Inspector agrees to provide a written report (with images as necessary) on the approved standard form as required by TREC. This report will indicate which items were inspected, which items are Deficient and not performing the function for which they are intended and any fire, health or safety hazards observed. Items not included in the written report shall not considered good or bad from any lack of notation. No verbal statement by the inspector shall expand the scope of this agreement nor will such statements be relied upon when solicited from the inspector by the Client at the time of the inspection or any other time.

3. **ACCEPTANCE:** This Inspection Agreement is solely between the inspector and inspection company named above and the undersigned Client for whom the inspection was performed. Signing this Agreement and acceptance of the written report constitutes acceptance of the terms of this agreement. The findings on the written report are the sole property of the Client and may not be used by any other person without the written consent of the Client and the inspector.
4. **WARRANTY:** No warranties or guarantees are expressed or implied as a result of this inspection. This inspection report is valid only for the day and time of the inspection because appliances and building systems can develop problems at the most unexpected times, even on the day of the inspection. The Client recognizes that there is NO REPRESENTATION OF WARRANTY OR GUARANTEE on the future life for the items inspected. The inspector does not take responsibility for reporting non-compliance with any building, electrical, mechanical or plumbing codes established by the local municipal ordinances.
5. **DISCREPANCIES:** In the event a discrepancy should develop regarding the services provided to the Client by Inspector, the Client agrees to the following procedure: (A) Client agrees to notify Inspector of the problem by telephone, or otherwise, within two (2) business days and to allow Inspector five (5) business days to respond to Client's notification. (B) In the event the problem has not been resolved within the time set forth above and Client desires to make a formal complaint Client shall initiate the complaint procedure by sending a written complaint to Inspector by certified mail, return receipt requested, fully explaining which items are involved and the nature of the complaint. (C) Client agrees NOT to disturb or repair or have repaired anything which may constitute evidence relating to the complaint, except in the case of an emergency. (D) Client agrees to allow Inspector to examine the items involved in the complaint and to allow Inspector thirty (30) days from the date of the above notice to determine, by mutual agreement, if any further action should be taken.
6. **ATTORNEY'S FEES:** If a lawsuit is filed by the Client against Inspector and Inspector successfully defends against the claim of the Client or lawsuit, the Client agrees to pay Inspector reasonable attorney's fees and court costs incurred in defending against such claims. If a lawsuit is filed by Inspector to collect monies due and owing under this contract, Client agrees to pay Inspector reasonable attorney's fees, court costs and expenses incurred in such lawsuit.
7. **INSPECTION FEE:** The Client understands and agrees that Inspector's fee for inspection of the property as described in the contract is due and payable at or before the time of the inspection.
8. **RE-INSPECTIONS & FEES:** A re-inspection may be required by various sources including banks, mortgage companies, yourself, etc.. Should such a re-inspection be necessary details of precisely what is to be re-inspected is needed in writing along with any special forms that may be required. The fee for this re-inspection will be paid by the signatory of this Inspection Agreement. Some banks & mortgage companies MAY (Repeat: MAY) offer a reimbursement for this fee. If that is a possibility, the signatory will have to pursue same as necessary. The "minimum" fee for a re-inspection is: \$150.00, but can vary dependent upon the details of the re-inspection requirement.
9. **LIMITATION ON LIABILITY:** Since this is a preliminary visual inspection, it is not possible to eliminate all risks involved in the purchase and/or ownership of the subject property. Client agrees, to the fullest extent provided by law, that the Inspector's liability for all claims, losses, costs, damages of any nature whatsoever or claims, expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, that the total aggregate liability of the Inspector (or the company employees or assignees) shall not exceed the amount of the fee paid for the inspection and report. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence.
10. **OTHER INSPECTIONS (Pool/Spa & WDI - Wood Destroying Insect ... aka: Termites):** These inspections, if requested/required will be coordinated by the Inspector and a separate fee will be due directly to the other Inspection Service Provider. These fees are NOT routed through the Inspector's accounting system.

**ACCEPTED AND AGREED TO:**

**Nolan's Inspections, LLC**

Owner/Inspector: Nolan Kienitz

**Client:** First Name Last Name



Client Signature: \_\_\_\_\_

(If this is a joint purchase, signature represents authority to sign for all parties)

As a courtesy I have provided an image of my current and active Professional Inspector's License that has been issued by TREC (Texas Real Estate Commission).

Issuance of this license by TREC confirms that I have active/current coverage of Professional Liability Insurance. My insurance carrier has provided the required documents to TREC to allow for the issuance of my license.

That being said ... all my insurance coverage is active and current.

Owner/Inspector: Nolan Kienitz, TREC # 7095  
Nolan's Inspections, LLC  
1521 Callaway Drive  
Plano, TX 75075-6842

